

(10) If the individual shipper requests additional services after the bill of lading has been issued, you must inform the individual shipper of the additional charges involved. You may require full payment at destination for these additional services and (unless you make only a partial delivery, in which case you must collect a prorated percentage of the original non-binding estimate as set forth in § 375.407(c) of this part) for up to 110 percent of the original non-binding estimate. If applicable, you also may require payment at delivery of charges for impracticable operations (as defined in your carrier tariff) not to exceed 15 percent of all other charges due at delivery. You must bill and collect from the individual shipper any applicable charges not collected at delivery in accordance with subpart H of this part.

(c) If you furnish a non-binding estimate, you must enter the estimated charges upon the order for service and upon the bill of lading.

(d) You must retain a copy of the non-binding estimate for each move you perform for at least one year from the date you made the estimate and keep it as an attachment to be made an integral part of the bill of lading contract.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10576, Mar. 5, 2004; 72 FR 36773, July 5, 2007]

§ 375.407 Under what circumstances must I relinquish possession of a collect-on-delivery shipment transported under a non-binding estimate?

(a) If an individual shipper pays you up to 110 percent of the non-binding estimate on a collect-on-delivery shipment (or, in the case of a partial delivery, a prorated percentage of the non-binding estimate as set forth in paragraph (c) of this section), you must relinquish possession of the shipment at the time of delivery. If there are either charges for any additional services requested by the shipper after the bill of lading has been issued and/or charges, if applicable, for impracticable operations (subject to a maximum amount as set forth in paragraph (d) of this section), and the shipper also pays you for such charges, you must relinquish pos-

session of the shipment at the time of delivery. You must accept the form of payment agreed to at the time of estimate, unless the shipper agrees in writing to a change in the form of payment.

(b) Failure to relinquish possession of a shipment after the individual shipper offers to pay you up to 110 percent of the approximate costs of a non-binding estimate plus any additional charges described in paragraph (a) of this section constitutes a failure to transport a shipment with “reasonable dispatch” and subjects you to cargo delay claims pursuant to part 370 of this chapter.

(c) If you make only a partial delivery of the shipment, you may not demand full payment of the non-binding estimate. You may demand at delivery only a prorated percentage of the non-binding estimate (or a prorated percentage of an amount up to 110 percent of the non-binding estimate). The prorated percentage must be the percentage of the weight of that portion of the shipment delivered relative to the total weight of the shipment. For example, if you deliver only 2,500 pounds of a shipment weighing 5,000 pounds, you may demand payment of 50 percent of not more than 110 percent of the non-binding estimate.

(d) You may not demand payment of charges for impracticable operations, as defined in your tariff, of more than 15 percent of all other charges due at delivery. You must bill and collect from the individual shipper charges for impracticable operations not collected at delivery in accordance with subpart H of this part.

[72 FR 36774, July 5, 2007]

§ 375.409 May household goods brokers provide estimates?

(a) Subject to the limitations in § 371.113(a) of this subchapter, household goods brokers may provide estimates to individual shippers provided there is a written agreement between the broker and you, the motor carrier, adopting the broker’s estimate as your own estimate. If you, the motor carrier, make such an agreement with a household goods broker, you must ensure compliance with all requirements of this part pertaining to estimates, including the requirement that you must

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relinquish possession of the shipment if the shipper pays you no more than 110 percent of a non-binding estimate at the time of delivery.

(b) Your written agreement with the household goods broker(s) must include the items required in §371.115(a) of this subchapter.

[75 FR 72998, Nov. 29, 2010]

Subpart E—Pick Up of Shipments of Household Goods

BEFORE LOADING

§ 375.501 Must I write up an order for service?

(a) Before you receive a shipment of household goods you will move for an individual shipper, you must prepare an order for service. The order for service must contain the information described in the following 15 items:

(1) Your name and address and the FMCSA U.S. DOT number assigned to the mover who is responsible for performing the service.

(2) The individual shipper's name, address, and, if available, telephone number(s).

(3) The name, address, and telephone number of the delivering mover's office or agent located at or nearest to the destination of the shipment.

(4) A telephone number where the individual shipper/consignee may contact you or your designated agent.

(5) One of the following three entries must be on the order for service:

(i) The agreed pickup date and agreed delivery date of the move.

(ii) The agreed period(s) of the entire move.

(iii) If you are transporting the shipment on a guaranteed service basis, the guaranteed dates or periods for pickup, transportation, and delivery. You must enter any penalty or per diem requirements upon the agreement under this item.

(6) The names and addresses of any other motor carriers, when known, who will participate in interline transportation of the shipment.

(7) The form of payment you and your agents will honor at delivery. The payment information must be the same that was entered on the estimate.

(8) The terms and conditions for payment of the total charges, including notice of any minimum charges.

(9) The maximum amount you will demand at the time of delivery to obtain possession of the shipment, when you transport on a collect-on-delivery basis.

(10) A statement of the declared value of the shipment, which is the maximum amount of your liability to the individual shipper under your Full Value Protection for the replacement value of any household goods that are lost, damaged, destroyed, or otherwise not delivered to the final destination. If the individual shipper waives, in writing, your Full Value Protection liability, you must include a copy of the waiver; the Surface Transportation Board's required released rates valuation statement; and the charges, if any, for optional valuation coverage (other than Full Value Protection). The released rates may be increased annually by the motor carrier based on the U.S. Department of Commerce's Cost of Living Adjustment.

(11) A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment, subject to the following two conditions:

(i) If you provide service for individual shippers on rates based upon the transportation of a minimum weight or volume, you must indicate on the order for service the minimum weight- or volume-based rates, and the minimum charges applicable to the shipment.

(ii) If you do not indicate the minimum rates and charges, your tariff must provide you will compute the final charges relating to such a shipment based upon the actual weight or volume of the shipment.

(12) Any identification or registration number you assign to the shipment.

(13) *For non-binding estimates*, your reasonably accurate estimate of the amount of the charges, the method of payment of total charges, and the maximum amount (no more than 110 percent of the non-binding estimate) you will demand at the time of delivery to relinquish possession of the shipment.